

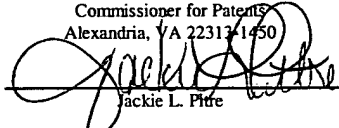


PATENT
5119-00501

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/287,248
Confirmation No.: 6075
Filing Date: April 7, 1999
Inventors: McDevitt et al.
Title: FLUID BASED ANALYSIS
OF MULTIPLE ANALYTES
BY A SENSOR ARRAY

§ Examiner: K. Padmanabhan
§ Art Unit: 1641
§ Atty. Dkt. No.: 5119-00501
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<p>CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8 DATE OF DEPOSIT: <u>11-18-03</u> I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail on the date indicated above and is addressed to: Commissioner for Patents Alexandria, VA 22313-1450  Jackie L. Pifer</p>
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TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTIONS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

1. Applicant is the owner of all rights in the captioned patent application. Applicant certifies that it is the assignee of the entire right, title and interest in the captioned patent application by virtue of an assignment, the assignment recorded with the Patent and Trademark Office at Reel 010140, Frame 0505.
2. Applicant is the owner of all rights in U.S. Patent No. 6,589,779. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,589,779 by virtue of an assignment, the assignment recorded with the Patent and Trademark Office at Reel 011501, Frame 0871.

3. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of U.S. Patent No. 6,589,779.

4. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,589,779 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

5. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent No. 6,589,779, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,589,779 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

6. Applicant is the owner of all rights in U.S. Patent Application No. 09/775,048. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/775,048 by virtue of an assignment, the assignment recorded with the Patent and Trademark Office at Reel 012099, Frame 0281.

7. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35

U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application No. 09/775,048.

8. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/775,048 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

9. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application No. 09/775,048, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/775,048 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

10. Applicant is the owner of all rights in U.S. Patent Application No. 09/775,340. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/775,340 by virtue of an assignment, the assignment recorded with the Patent and Trademark Office at Reel 012139, Frame 0898.

11. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application No. 09/775,340.

12. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/775,340 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

13. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application No. 09/775,340, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/775,340 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

14. Applicant is the owner of all rights in U.S. Patent Application No. 09/775,342. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/775,342 by virtue of an assignment, the assignment recorded with the Patent and Trademark Office at Reel 012140, Frame 0552.

15. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application No. 09/775,342.

16. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/775,342 are commonly owned. This agreement runs with any patent granted on

the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

17. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application No. 09/775,342, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/775,342 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

18. Applicant is the owner of all rights in U.S. Patent Application No. 10/072,800. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 10/072,800 by virtue of an assignment, the assignment recorded with the Patent and Trademark Office at Reel 013121, Frame 0716.

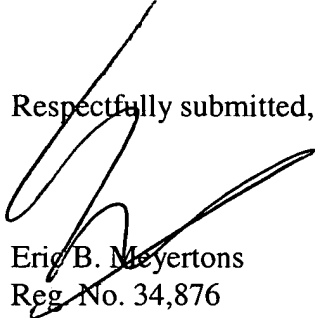
19. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application No. 10/072,800.

20. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 10/072,800 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

21. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application No. 10/072,800, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 10/072,800 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

22. A fee authorization for the required fee is attached.

Respectfully submitted,



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Reg. No. 34,876

Attorney for Applicant

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Date: 11-18-03